



MARJORIE KELLY
Interim Director

COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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Board of Supervisors

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October 17, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVE ACTIONS TO PROVIDE HOUSING FOR EMANCIPATED FOSTER YOUTH THROUGH THE LOS ANGELES HOMELESS SERVICES AUTHORITY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

**JOINT RECOMMENDATION WITH THE EXECUTIVE DIRECTOR OF THE COMMUNITY
DEVELOPMENT COMMISSION THAT YOUR BOARD, ACTING AS THE GOVERNING
BODY OF THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS
ANGELES:**

1. Approve the attached Memorandum of Understanding (MOU) between the Department of Children and Family Services (DCFS) and the Community Development Commission of the County of Los Angeles (the Commission), approved as to form by County Counsel, for acceptance of a maximum of \$1,340,000 in Independent Living Program (ILP) funds by the Commission, at no County cost, effective upon approval of your Board and execution by all parties, through June 30, 2003, with two one-year options for renewal.
2. Authorize the Executive Director of the Commission to execute any and all documents necessary to complete the lump sum transfer of a maximum of \$1,340,000 in ILP funds from DCFS to the Commission, effective upon approval as to form by County Counsel and execution by all parties.

3. Authorize the Executive Director of the Commission to incorporate a total of \$1,340,000 in ILP funds into the Commission's FY 2002-03 Budget, for the purposes described below.
4. Authorize the Executive Director of the Commission to enter into and execute an Interagency Agreement with the Los Angeles Homeless Services Authority (LAHSA) for acceptance of a maximum \$1,190,000 in ILP funds from the Commission for program operation, oversight and administration, effective upon approval as to form by County Counsel and execution by all parties.
5. Authorize the Executive Director of the Commission to execute any and all documents necessary to complete the transfer of a maximum of \$1,190,000 in ILP funds to LAHSA on an advance contract basis, to be made from time to time at the discretion of the Executive Director of the Commission, effective upon approval as to form by County Counsel and execution by all parties.
6. Authorize the Executive Director of the Commission to oversee and monitor LAHSA's implementation and administration of ILP funded housing programs, including conducting a Request for Proposals (RFP) process, review of proposals, selection of grantees and management of contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Commission to both accept County ILP housing funds from DCFS and to transfer these funds, less an administrative fee, to LAHSA for the operation of housing programs for Emancipated Foster Youth from the foster care system.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan by ensuring access to emancipation housing services (Goal # 3, Organizational Effectiveness, Strategy # 3, Collaborate across functional and jurisdictional boundaries). The development of housing resources will maximize housing opportunities for emancipated youth in an effort to reduce homelessness (Goal #5 – Children and Families Well-Being, Strategy #1, Coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries).

FISCAL IMPACT/FINANCING

The costs for the requested actions is \$1,340,000 which is 100% reimbursed by federal funding through the State ILP allocation for FY 2002-03 at no net County costs. The \$1.34 million includes \$350,000 for administrative services and program start up costs provided by the Commission (\$150,000) and LAHSA (\$200,000) and \$990,000 to LAHSA to fund housing programs for emancipating youth. The funds are included in the Department's FY 2002-03 Budget.

The MOU contains provisions for CDC to return any unspent funds to DCFS within 30 days of the close of the County Fiscal Year. As a result, there will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Foster Care Independence Act of 1999 (also known as the John H. Chafee Foster Care Independence Program) allocates funds to serve foster youth and Emancipated Foster Youth up to the age of 21 in order to help prepare youth for independent living. Up to 30 percent of the annual ILP allocation may be used for housing related costs to assist Emancipated Foster Youth to live independently.

The County's ILP Design Team, which includes representatives from multiple County social service departments, commissions, and private partners, is under the direction of the Chief Administrative Office. The Team determined that the critical housing need for emancipated youth may be better served by joining forces with the County's housing experts, including the Commission and LAHSA, which is a countywide joint powers authority created to promote housing opportunities among homeless and special need populations. The Commission and LAHSA have expertise in conducting RFP processes and managing contracts and performance with community-based organizations that support housing needs. Therefore, the ILP Design Team recommends that a portion of the ILP housing funds and programs be administered with the assistance of these partners, while DCFS will continue to administer the balance of ILP housing funds and programs.

The Commission, as the affordable housing arm of the County, will enter into an Interagency Agreement with LAHSA. The Commission will provide administrative and fiscal oversight to LAHSA for the ILP Housing components through FY 2002-03, with two one-year options for renewal, based on available future funding and successful performance and mutual agreement of the parties. The Commission will work with LAHSA to develop and implement a work plan for the specific ILP funds with programmatic assistance from the ILP Design Team.

Through the Agreement, LAHSA will fund programs for Emergency Shelter, Transitional Housing, and for Housing Search and Resource Assistance Services to benefit emancipating youth.

CONTRACTING PROCESS

No solicitation process is involved in the requested actions. DCFS and the Commission will enter into an MOU and the Commission will enter into an Interagency Agreement to permit LAHSA to contract with community-based organizations for housing services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Homeless youth emancipated from the foster care system is a national concern. When surveyed, by the California Youth Connection (CYC), youth identified housing as their number one priority. Approval of the recommended actions will ensure that additional housing resources are available to emancipated youth.

CONCLUSION

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board of Supervisors to send an adopted copy of this Board Letter to:

1. Department of Children and Family Services
Attention: Theresa Wisda, Contract Manager
425 Shatto Place
Los Angeles, CA 90020

2. Department of Children and Family Services
Attention: Michael Olenick, Division Chief
Emancipation Services
532 E. Colorado Blvd. 8th Floor
Pasadena, CA 91101

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3. Community Development Commission of the County of Los Angeles
Attention: Syed Rushdy, Director, Housing Development
And Preservation Division
2 Coral Circle
Monterey Park, CA 91755

Respectfully submitted,

MARJORIE KELLY, Interim Director
Department of Children and
Family Services

CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

MK:CJ:MO:KH

Attachment (1)

- c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel

**MEMORANDUM OF UNDERSTANDING BETWEEN
LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND
COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
TO PROVIDE
INDEPENDENT LIVING PROGRAM HOUSING PROGRAMS**

This Memorandum of Understanding (MOU) or "Agreement" is entered into between the Los Angeles County Department of Children and Family Services (DCFS) and the Community Development Commission of the County of Los Angeles (the "Commission").

DCFS, as the County's Child Welfare Agency, is the recipient of and administrator of the County's annual allocation of Independent Living Program (ILP) funds, under the Federal Foster Independence Act of 1999, as amended, herein called the "Act", from the State of California through the Department of Social Services (CDSS).

I. PURPOSE

The purpose of this MOU is for the Commission to manage the implementation of the ILP Housing Programs ("Program") for emancipated foster youth of Los Angeles County including Emergency Shelters that provide overnight stays in residential facilities, Transitional Housing programs to assist youth in developing independent living skills and in moving into permanent housing and Housing Search and Resource Assistance in finding permanent housing. The Commission is to perform all the services set forth in the Program Description, Attachment A to this Agreement, attached hereto and incorporated herein by this reference.

II. TERM OF MOU

Services are to commence as of October ____, 2002, and shall be completed no later than June 30, 2003. This Agreement may be extended annually by mutual consent for a maximum of two years, subject to the receipt of additional funds by DCFS under the Act for County Fiscal Years 2003-2004 and 2004-2005.

III. COMPENSATION FOR SERVICES

For performance of services described in the attached Program Description, DCFS shall pay the Commission an amount not to exceed One Million Three Hundred Forty Thousand Dollars (\$1,340,000), which payment shall constitute full and complete compensation for the Commission's services and the housing programs to be

implemented under this MOU. Said compensation shall be paid by DCFS out of ILP funds received from CDSS under the Act for Fiscal Year 2002-2003, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment, if any, shall be conditioned upon allocation by the State of said funds to DCFS, and shall not be a charge against any other funds of DCFS. Said funds shall be paid in accordance with the schedule set forth in the Budget, Attachment B, attached hereto and incorporated herein by this reference. Any money received by the Commission hereunder and not incurred for costs pursuant hereto and/or during the term of this Agreement shall be returned to DCFS upon the expiration of each County Fiscal Year.

IV. DCFS RESPONSIBILITIES:

- A. DCFS shall issue a County warrant to the Commission in an amount not to exceed One Million Three Hundred Forty Thousand Dollars (\$1,340,000) in a lump sum as specified in the Budget, Attachment B.
- B. DCFS shall periodically monitor the project performance by the Commission on program activities as specified in the Program Description, Attachment A, by review of project records and interviews with the Commission's staff as required by the County of Los Angeles, CDSS, and the Federal regulations governing projects funded under the Act. DCFS shall promptly notify the Commission of changes in any regulatory requirements specifically governing the administration of ILP Funds that become effective following the execution of this Agreement.
- C. DCFS may, after review and evaluation of the Program, modify the amount of funds designated for the Program (exclusive of program administration) and/or require the Commission to implement changes in the scope of services to be performed by the Commission.

V. COMMISSION RESPONSIBILITIES

- A. The Commission shall request approval from the Board of Supervisors to accept a maximum of \$ 1,340,000 in ILP funds from DCFS, effective October ____, 2002 through June 30, 2003, with two one-year options for renewals through June 30, 2005 should DCFS exercise its option to renew.
- B. Upon Board approval, the Commission shall manage the ILP funds received from DCFS by ensuring that the funds are distributed and used in the manner and for the purposes for which they are prescribed in the Program Description, Attachment A. Of the ILP funds transferred from DCFS to the Commission, the Commission will be compensated based on actual and allowable expenditures up to \$150,000 for its administrative costs and oversight of this Program.

- C. The Commission shall provide an expenditure report to DCFS Finance each quarter with 20 calendar days of the close of the quarter, so DCFS can claim the expenditures for reimbursement by the State.
- D. The Commission will enter into an Agreement with Los Angeles Homeless Services Authority (LAHSA) to transfer a maximum of \$1,190,000 in ILP funds, on an advance contract basis, to be made from time to time at the discretion of the Executive Director of the Commission, for housing programs effective through June 30, 2003, with two one-year options for renewals. LAHSA will be compensated a maximum of \$200,000 for its own administration and Program start-up costs. The remaining \$990,000 will be distributed by LAHSA to various housing providers that have successfully been awarded contracts through the request for proposal process.
- E. The Commission will oversee and monitor LAHSA's implementation and administration of the Program, including conducting a Request for Proposals (RFP) process, review of proposals, selection of grantees and management of contracts. The Commission will oversee the administration of ILP funds to various housing providers and work with LAHSA to develop and implement a work plan for use of the ILP funds.
- F. The Commission shall ensure that all housing facilities provided under the Program are clean, safe and comfortable.
- G. The Commission will comply with California Department of Social Services State Regulations, Management and Office Procedures, Chapter 23-600 et seq. in administering and overseeing this Program. G. The Commission shall ensure that ILP funds not expended by June 30, 2003, for the designated purposes, will be returned to DCFS within 30 days of the close of the County Fiscal Year (July 30, 2003).

VI. AMENDMENTS TO THE MOU

DCFS may modify the amount of ILP funds designated for the Program (exclusive of Program administration) and/or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement. However, any other changes to this MOU may only be accomplished by written consent of both parties.

VII. TERMINATION OF MOU

Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Any unused ILP funds (exclusive of Program administration) must be returned to DCFS with 30 days of the close of the County Fiscal Year-end period (July 30, 2003).

VIII. INDEMNIFICATION

The Commission shall indemnify, defend and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with its acts and/or omissions arising from and/or related to this Agreement.

The County of Los Angeles shall indemnify, defend and hold harmless the Commission, its officers, employees and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with its acts and/or omissions arising from and/or related to this Agreement.

IX. GENERAL INSURANCE REQUIREMENTS

Without limiting the Commission's indemnification of County, during the term of this Agreement, the Commission shall provide and maintain general liability insurance, automobile liability insurance, professional liability insurance and workers compensation and employer's liability insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall be written with limits of not less than one million (\$1,000,000) per occurrence. The Commission shall provide copies of the additional insured endorsements to the commercial general liability policy adding the County of Los Angeles, its special districts, its officials, officers and employees as insured's for all activities arising from this Agreement.

Without limiting the County's indemnification of the Commission, during the term of this Agreement, the County will maintain a program of self-insurance. For purposes of this Agreement, the Commission shall be considered as an additional covered party.

LOS ANGELES COUNTY DEPARTMENT
OF CHILDREN AND FAMILY SERVICES

COMMUNITY DEVELOPMENT
COMMISSION, OF THE COUNTY OF
LOS ANGELES

By: _____
Marjorie Kelly, Interim Director

By: _____
Carlos Jackson, Executive Director

PROGRAM DESCRIPTION

In order to meet the housing needs of the emancipated foster youth of Los Angeles County, the Commission shall enter into an Interagency Agreement with Los Angeles Homeless Services Authority (LAHSA) to procure and administer housing services under the County's Emancipation Services/ Independent Living Program. Under this Agreement LAHSA shall conduct a Request For Proposal (RFP) process and manage contracts awarded to community-based organizations that provide the following housing needs.

Emergency Shelter

The Emergency Shelter programs shall provide overnight stays in residential facilities for homeless emancipated foster youth, for one night or longer, and include basic shelter and meal needs as well as supportive services to help the youth access a longer-term housing arrangement. The design of each program and services may be targeted to certain special needs (such as mental health or substance abuse issues) or may more broadly serve the target population.

Eligible program providers shall have experience with the target population and shall be private independent organizations, including but not limited to: for-profit and nonprofit corporations, community-based organizations, group home providers. All types of residential facilities may be considered, and eligible uses of funds include operating, service and administrative costs related to operating the beds serving the homeless emancipated foster youth.

Transitional Housing

The Transitional Housing programs shall assist emancipated foster youth in developing independent living skills and in moving into permanent housing. The program shall provide housing arrangement for at least one year with supportive services available, targeting special needs of young adults, such as developmental, behavioral, mental health, substance abuse, pregnancy and parenting issues.

Housing Search and Resource Assistance

The Housing Search and Resource Assistance programs shall directly assist emancipated foster youth (and agencies serving them) in finding permanent housing, completing rental applications, resolving landlord/tenant issues, accessing rental subsidies and other housing funds, and other housing-related issues

Eligible program providers shall have experience with the target population and shall be private independent organizations, including but not limited to: for-profit and nonprofit corporations, community based organizations, group home providers. Eligible use of funds includes personnel, operating, and administrative costs of providing housing search and resource assistance to the emancipated foster youth.

The Commission shall ensure that all housing facilities provided under the programs are clean, safe, and comfortable.

Attachment B

BUDGET

(October _ through June 30, 2003)

ESTIMATED EXPENDITURES

TOTAL EXPENDITURES	<u>\$1,340,000</u>
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ESTIMATED REVENUE

Independent Living Program (ILP) funds	<u>\$1,340,000</u>
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TOTAL REVENUE	<u>\$1,340,000</u>
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